



Registration of a Charge

Company Name: **OXOMORON LTD**

Company Number: **14055401**



XCGR2QXC

Received for filing in Electronic Format on the: **21/11/2023**

Details of Charge

Date of creation: **10/11/2023**

Charge code: **1405 5401 0001**

Persons entitled: **EFG PRIVATE BANK LIMITED**

Brief description: **55 UPPER MONTAGU STREET, LONDON, W1H 1SF**

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **GERARD LECAIN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 14055401

Charge code: 1405 5401 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th November 2023 and created by OXOMORON LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st November 2023 .

Given at Companies House, Cardiff on 22nd November 2023

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DIRECT LEGAL CHARGE RELATING TO REAL PROPERTY
in favour of EFG Private Bank Limited

THIS SECURITY is made the 10 day of November 2023

BETWEEN:

OXOMORON LTD, a company incorporated and registered in England and Wales with registered number 14055401 and whose registered address is 5a Falkland Road, London NWS 2PS (the "Mortgagor"); and

EFG PRIVATE BANK LIMITED, a company incorporated and registered in England and Wales with registered number 02321802 and whose registered address is Park House, 116 Park Street, London W1K 6AP (the "Bank").

NOW THIS SECURITY WITNESSES AND IT IS AGREED AND DECLARED as follows:

1 COVENANT TO PAY

1.1 The Mortgagor will on demand in writing made to it by the Bank pay or discharge to the Bank:

1.1.1 all moneys (including, without limitation, any principal or interest) which now are, or shall at any time hereafter (and whether on or after each such demand) become, due or owing to the Bank by the Mortgagor either alone or jointly with any other person on any current or other account, and all other obligations and liabilities whatever of the Mortgagor to the Bank, whether actual or contingent, whether alone, severally or jointly and whether as principal or surety; and

1.1.2 all sums becoming due under this security and all discount, commission, fees or other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Mortgagor's accounts and the Mortgagor will on such demand also retire all bills or notes for the time being under discount with the Bank and to which the Mortgagor is a party, whether as drawer, acceptor, maker or endorser, without any deduction whatsoever

2 CHARGING CLAUSE

2.1 As security for the payment or discharge of all moneys and other liabilities covenanted under this security to be paid or discharged by the Mortgagor, the Mortgagor with full title guarantee hereby:

2.1.1 charges to the Bank by way of first legal mortgage the property described in Schedule 1 to this security including, without limitation:

(a) all structural parts of the property (including, without limitation, roof, main walls and foundations) and all external and internal non-structural parts, pipes, wires and conduits both within and otherwise serving the property;

(b) any buildings and erections of or forming part of the property including garages, sheds, greenhouses, any walls, fences, hedges, ditches, gardens, garden ornamentation, pergolas (and the like) and ponds;

(c) all fixtures and fittings (including trade and tenant's fixtures, fittings and machinery) situated on or forming part of, or affixed to, the property;

(d) all fixed plant and machinery situated on or forming part of, or affixed to, the property;

(e) any easements or rights which benefit the property; and

(f) all estates or interests in the property and all rights under any licence or other agreement or document which gives the Mortgagor a right to occupy or use the property;

2.1.2 charges to the Bank by way of first fixed charge, all rights and interests of the Mortgagor in, and claims under, all policies of insurance and assurance now or hereafter held by, or insuring to the benefit of, the Mortgagor in relation to the Mortgaged Property;

- 2.1.3 assigns absolutely to the Bank the benefit of and all rights and remedies of the Mortgagor in relation to all guarantees, warranties and representations given or made by and any rights or remedies against, all or any of the architects, quantity surveyors, engineers or other professionals at any time engaged by the Mortgagor in relation to the design, construction or inspection of any works carried out at the Mortgaged Property including all sums recovered from any such persons TO HOLD to the Bank absolutely subject nevertheless to redemption upon payment or discharge of all moneys and other liabilities covenanted by this security to be paid or discharged by the Mortgagor;
- 2.1.4 assigns absolutely to the Bank the Rental Sums together with the benefit of all rights and remedies of the Mortgagor relating thereto TO HOLD to the Bank absolutely subject nevertheless to redemption upon payment or discharge of all moneys and other liabilities covenanted by this security to be paid or discharged by the Mortgagor;
- 2.1.5 charges to the Bank by way of first fixed charge any goodwill relating to the Mortgaged Property or any business carried out thereon;
- 2.1.6 charges to the Bank by way of first fixed charge any rights to shares in any management or residents' company or similar association arising out of the Mortgagor's interest in the Mortgaged Property;
- 2.1.7 charges to the Bank by way of first floating charge, all the chattels, plant, machinery, fittings and other assets of the Mortgagor not hereinbefore effectively charged and which are situate at any time at or are used in connection with the Mortgaged Property.
- 2.2 The Mortgagor shall be liable under its full title guarantee covenants for anything which at the time of this security is within the actual knowledge or is a necessary consequence of facts that are then within the actual knowledge of the Bank and accordingly Section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 shall not apply to this security.
- 2.3 Without prejudice to the Bank's rights to enforce its security and appoint a receiver under Clause 8 and/or under the Law of Property Act 1925, the Bank reserves the right to give notice to tenants requiring Rental Sums to be paid into an account in the name of the Mortgagor with the Bank. The Mortgagor shall not be entitled to withdraw any moneys from such account without the prior written consent of the Bank and the Bank shall be entitled to apply moneys standing to the credit of such account in or towards satisfaction of the moneys and liabilities referred to in Clause 1.
- 2.4 The Bank may at any time by notice in writing to the Mortgagor convert any floating charge created by the Mortgagor pursuant to Clause 2.1.7 into a fixed charge with immediate effect as regards any assets specified in the notice if:
- 2.4.1 this security has become enforceable;
- 2.4.2 the Bank considers any Mortgaged Asset to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or otherwise to be in jeopardy; or
- 2.4.3 the Bank reasonably considers that it is necessary in order to protect the priority of its Encumbrance under this security.
- 2.5 Notwithstanding Clause 2.4 and without prejudice to any rule of law which may have a similar effect, the floating charge created by Clause 2.1.7 will automatically and immediately (without notice) convert into a fixed charge over all of the Mortgagor's assets subject to the floating charge created by Clause 2.1.7 (the "Floating Charge Assets") if:
- 2.5.1 the Mortgagor creates or attempts to create any Encumbrance over any of the Floating Charge Assets;
- 2.5.2 any person levies or attempts to levy any distress, attachment, execution or other process against any of the Floating Charge Assets;
- 2.5.3 a receiver or administrator is appointed in respect of the Mortgagor or a person entitled to appoint an administrator in respect of the Mortgagor gives notice of its intention to do so or files a notice of appointment with a court; or
- 2.5.4 any corporate action, legal proceedings or other procedure or step is taken in relation to the suspension of payments, winding up, dissolution or re-organisation of the Mortgagor other than a winding up petition which is stayed within 14 days of commencement.

- 2.6 Notwithstanding any other provision of this security, the floating charge created by Clause 2.1.7 may not be converted into a fixed charge solely by reason of:

2.6.1 the obtaining of a moratorium; or

2.6.2 anything done with a view to obtaining a moratorium,

under Schedule A1 of the Insolvency Act 1986.

3 NEGATIVE PLEDGE AND OTHER RESTRICTIONS AND RELATED COVENANTS

- 3.1 The Mortgagor shall not, without the prior written consent of the Bank:

3.1.1 create, grant or permit to subsist (other than in favour of the Bank) any Encumbrance on the whole or any part of the Mortgaged Assets; or

3.1.2 sell, transfer or otherwise dispose of its interest (whether legal or beneficial) in the whole or any part of the Mortgaged Assets.

- 3.2 The Mortgagor applies to the Land Registry to enter the following restriction on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

No disposition of the registered estate by the proprietor of the registered estate [, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction,] is to be registered without a written consent signed by the proprietor for the time being of the charge dated [] in favour of EFG Private Bank Limited referred to in the charges register.

- 3.3 The Mortgagor shall, subject to the rights of any prior mortgagee, deposit with the Bank and the Bank during the continuance of this security shall be entitled to hold all deeds and documents of title relating to the Mortgaged Assets.

- 3.4 Any obligation on the part of the Bank to make further advances to the Mortgagor is deemed to be incorporated in this security and the Bank applies to the Chief Land Registrar for a note of such obligation to be entered on the Register of Title of the Mortgaged Property.

4 FURTHER ASSURANCE

- 4.1 The Mortgagor shall promptly on demand in writing made to it by the Bank at the cost of the Mortgagor execute and deliver such deeds and documents, and do and concur in all such other acts or things, as the Bank may deem necessary:

4.1.1 to create, perfect and/or protect the Encumbrance created or intended to be created by this security;

4.1.2 to create, perfect and/or protect the priority of the Encumbrance created or intended to be created by this security;

4.1.3 to facilitate the exercise of any rights, powers, discretions and remedies vested in the Bank or any Receiver by this security and/or by the law;

4.1.4 to facilitate the realisation of the Mortgaged Assets; and

4.1.5 to give the Bank security over any shares or interest held by the Mortgagor in any management company or association relating to the Mortgaged Property,

PROVIDED THAT until such deeds or documents have been executed the Mortgagor shall deposit with the Bank as security all the documents of title to any such matters.

5 CONTINUING SECURITY

- 5.1 This security shall be a continuing security to the Bank for all moneys and all other liabilities secured by this security and shall not be considered satisfied or discharged by any intermediate payment or satisfaction of the whole or any part of the moneys and other liabilities secured by this security.

5.2 This security is in addition to, and independent of, and is not in any way prejudiced by, any other Encumbrance or guarantee that the Bank or any other Secured Party may hold in any capacity for any of the moneys and liabilities secured by this security or any part thereof at any time. No prior Encumbrance held in any capacity by the Bank or any other Secured Party over the whole or any part of the Mortgaged Assets shall merge with this security.

5.3 This security shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Mortgagor or any other person, or by any variation of any trust on which this security is held, or by any other thing which might otherwise prejudice this security.

6 COVENANTS

The Mortgagor hereby covenants with the Bank that, during the continuance of this security, the Mortgagor shall:

6.1 Repair and Maintain

6.1.1 keep the Mortgaged Property and all parts thereof in good repair and condition and, where necessary (and subject to Clause 6.1.2) rebuild or replace all parts thereof and, where there are works now or at any time partially completed forming part of the Mortgaged Property, to complete such works without delay in a manner satisfactory to the Bank;

6.1.2 not make or cause or permit to be made any alteration in or addition to the Mortgaged Property or the buildings thereon, or carry out or apply for permission to carry out any development or change of use thereof, nor make any proposal or application for the alteration of the rateable value thereof, without the prior written consent of the Bank;

6.1.3 permit the representatives of the Bank (with or without surveyors, workmen or others) to inspect at reasonable times the state of repair and condition of the Mortgaged Property and all buildings, fixed plant and machinery and fixtures thereon on the giving of reasonable notice by the Bank without becoming liable as mortgagee in possession and forthwith after being required to do so by the Bank to make good any want of repair in such buildings, fixed plant and machinery and fixtures;

6.2 Insurance

6.2.1 insure and keep insured with an insurance office or underwriters to be approved by the Bank in writing from time to time (with the interest of the Bank noted thereon, and, if and to the extent so required by the Bank, with the Bank named as loss payee and/or as co-assured) the Mortgaged Assets against loss or damage by fire and such other risks as the Bank may from time to time reasonably require to the full replacement value thereof adequate provision being made in the case of the Mortgaged Property for the cost of clearing the site and all architects, surveyors, engineers and other professional fees incidental thereto and the loss of rents therefrom (for a period of not less than three years);

6.2.2 pay all premiums and other money necessary for effecting and keeping up such insurances specified above within one week of the same becoming due and on demand produce to the Bank the policies of such insurance and the receipts for such payments and if default shall at any time be made by the Mortgagor in effecting or keeping up such insurances or in producing any such policy or receipt to the Bank on demand, the Bank may take out or renew such insurances in any sum which the Bank may think expedient and all moneys expended by the Bank under this provision shall be deemed to be properly paid by the Bank and payable upon demand by the Mortgagor and until repayment by the Mortgagor shall be charged on the Mortgaged Assets;

6.2.3 if so required by the Bank, cause the policies of insurance maintained by it pursuant to Clause 6.2.1 to be forthwith amended to include clauses in a form satisfactory to the Bank to ensure that no breach of any of the terms of such policies by the Mortgagor or any occupier of the Mortgaged Property will (as regards the Bank) invalidate such policies or any provision thereof and to ensure that the relevant insurer undertakes to advise the Bank of:

(a) the proposed cancellation of any policy, at least 30 days before such cancellation is due to take effect;

(b) any alteration in, or termination or expiry of, any policy, at least 30 days before such alteration, termination or expiry is due to take effect;

- (c) any default in the payment of any premium or failure to renew any policy, at least 30 days prior to the date on which the policy would otherwise lapse;
 - (d) any act, omission or event of which the insurer has knowledge and which might invalidate the policy or render it unenforceable in whole or in part;
- 6.2.4 subject to the provisions of Clause 2.1.2 and any occupational leases of the Mortgaged Property, apply all moneys which may be received by virtue of any insurance in respect of loss or damage by fire or otherwise to the Mortgaged Assets or any part thereof either in making good the loss or damage in respect of which such moneys have been received or (at the option of the Bank) in discharge or reduction of the moneys and liabilities secured by this security;
- 6.2.5 not to do, or permit or cause to be done, anything upon the Mortgaged Property which might prejudicially affect any insurance policy in respect of the Mortgaged Property;
- 6.3 Management of the Mortgaged Property**
 - 6.3.1 give irrevocable instructions in such form as the Bank may from time to time require to any firm which is currently or from time to time employed by the Mortgagor to manage the Mortgaged Property, or to any new firm appointed in accordance with Clause 6.3.2 so to manage the Mortgaged Property, instructing such firm to collect the Rental Sums, to pay them to such account as the Bank may require, and to provide such information in respect of the Rental Sums as the Bank may require; and cause any such firm to sign and deliver an acknowledgement and undertaking in such form as the Bank may from time to time reasonably require acknowledging to the Bank that it has received such instructions and undertaking with the Bank to comply with them;
 - 6.3.2 if reasonably so required by the Bank, appoint such firm of repute as the Bank may reasonably approve or specify to manage the Mortgaged Property and to collect the Rental Sums or remove any firm so acting and appoint another firm instead on terms reasonably approved by the Bank;
 - 6.3.3 forthwith if called upon to do so by the Bank, at the Mortgagor's cost deliver such particulars as to the amount and nature of the Rental Sums (including, without limitation, the identity and addresses of the lessees, underlessees, tenants or licensees) as the Bank may from time to time require;
 - 6.3.4 not, without the prior consent of the Bank, cause or permit any of its claims for Rental Sums to be compromised, compounded, discharged, postponed, released or subordinated, or any of its rights in connection therewith to be waived, or anything to be done or omitted to be done which might delay or prejudice the full recovery thereof;
 - 6.3.5 not without the prior consent of the Bank, remove or suspend any firm engaged in the management of the Mortgaged Property or appoint another firm to manage the Mortgaged Property except as provided under Clause 6.3.2;
- 6.4 Leasing**
 - 6.4.1 not, without the prior written consent of the Bank, exercise any of the powers of leasing or agreeing to lease vested in, or conferred on, mortgagors by common law or by statute or create, or suffer to be created, a tenancy of any description of the whole or any part of the Mortgaged Property, or confer upon any person any contractual licence, right or interest to occupy the whole or any part of the Mortgaged Property or part with possession or share the occupation thereof with any person or accept or agree to accept a surrender of any lease, underlease, tenancy, licence or agreement or grant any consents or licences as landlord under any such lease, underlease, tenancy, licence or agreement or vary in any way the terms of any such lease, underlease, tenancy, licence or agreement;
- 6.5 General**
 - 6.5.1 pay all rates, rents, taxes and other outgoings or sums payable out of or in respect of the Mortgaged Property;
 - 6.5.2 provide the Bank with copies of all notices received by the Mortgagor which may affect the Mortgaged Property forthwith upon receipt of the same and, at the Bank's option, either comply with the same or

make such objections and/or representations against the same or take such other action as the Bank may reasonably require or approve;

6.5.3 not, without the prior written consent of the Bank, enter into any negotiations with any competent authorities with regard to the compulsory acquisition of any of the Mortgaged Property or consent to any compulsory acquisition of any part of the Mortgaged Property and, if so requested by the Bank, permit the Bank or its representatives to conduct such negotiations or give such consent on its behalf;

6.5.4 at all times observe and perform, and ensure and enforce the observance and performance by any other person at any time occupying any part of the Mortgaged Property of all restrictive and other covenants to which the same or any part thereof may from time to time be subject, all obligations on the part of the Mortgagor in any lease or tenancy agreement, all planning permissions, regulations, orders or requirements of any competent authority, building regulations and all restrictions, conditions and stipulations for the time being affecting the same or any part thereof or the mode of use or enjoyment of the same and provide to the Bank on request such evidence of such observance or performance as the Bank shall require and within three days will deliver to the Bank any notice or proceeding served by any landlord and relating to any alleged breach of the terms of the relevant lease or tenancy;

6.5.5 at all times duly enforce the performance and observance of the lessee's, tenant's or licensee's obligations in any agreement for lease, lease, tenancy or licence of all or part of the Mortgaged Property; not agree to any revised rent under such agreement for lease, lease, tenancy or licence without the prior written consent of the Bank (such consent not to be unreasonably withheld); and provide the Bank on demand with such information in respect of the lessees, tenants or licensees of the Mortgaged Property as the Bank may require;

6.5.6 ensure that any legislation, regulations or bye laws for the time being in force applicable to the Mortgaged Property are complied with in all respects;

6.5.7 not allow any person other than the Mortgagor to be registered under the Land Registration Act 2002 as proprietor of any of the Mortgaged Property and will not, as regards any Mortgaged Property, create or permit to arise any overriding interest within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003 and more particularly set out in Schedule 1 or Schedule 3 of the Land Registration Act 2002;

6.5.8 not permit any person to become entitled to any proprietary right or interest which might affect the value of any Mortgaged Property;

6.5.9 promptly make all applications to and filings with the Land Registry which are necessary or desirable under the Land Registration Rules 2003 to protect this security;

6.5.10 authorises the Bank and/or any solicitors or other agent acting on behalf of the Bank to complete, execute and deliver on the Mortgagor's behalf (but at the cost of the Mortgagor) to the Land Registry any form, document or other information requested by the Land Registry with regard to the applications referred to in Clause 6;

6.5.11 if the title to the Mortgaged Property is not registered under the Land Registration Act 2002, ensure that no person shall be registered under such Act as proprietors of all or any part of the Mortgaged Property without the prior written consent of the Bank while this security is in force;

6.5.12 whether or not title to the Mortgaged Property is registered under the Land Registration Act 2002, in the event that any caution ("Caution") against first registration or against dealings (as appropriate) is registered against the title of all or part of the Mortgaged Property, give to the Bank full particulars of the circumstances relating to such registration, and if such Caution shall have been registered in order to protect a purported interest, the creation of which is contrary to the obligations of the Mortgagor under this security, immediately at the Mortgagor's expense take such steps as the Bank requires to ensure that the Caution is removed;

6.5.13 not deal with any claim for compensation or a grant arising in any fashion, in respect of all or part of the Mortgaged Property, other than in accordance with the requirements of the Bank, and if required by the Bank pay to the Bank in reduction of the moneys and liabilities secured by this security all or part of such compensation or grant;

- 6.5.14 if the Mortgaged Property is, now or at any time while this security is in force, used for the purposes of agriculture or forestry, maintain the Mortgaged Property in accordance with then current standards of good husbandry from time to time;
- 6.5.15 if the Mortgaged Property is, now or at any time while this security is in force, used for the purposes of retailing, manage the Mortgaged Property in accordance with the principles of good estate management and obtain as good a mix of tenants and goods sold as is reasonably practicable;
- 6.5.16 not, without the prior written consent of the Bank, agree to grant nor grant any rights, easements or other privileges over all or any part of the Mortgaged Property; and
- 6.5.17 comply with all Environmental Laws relating to the Mortgaged Property and the use thereof.

7 REPRESENTATIONS AND WARRANTIES

The Mortgagor represents and warrants to the Bank that:

- 7.1 the Mortgaged Assets are now and will at all times during the subsistence of this security be beneficially owned by the Mortgagor free from any Encumbrance (other than as created pursuant to Clause 2 or permitted pursuant to Clause 3);
- 7.2 the execution and delivery of this security has been duly authorised by all necessary corporate action of the Mortgagor and will not cause or constitute any breach or event of default under any provision of any trust deed, agreement or other instrument to which the Mortgagor is a party or by which it is bound; and
- 7.3 this security constitutes the legal, valid and binding obligation of the Mortgagor.

8 ENFORCEMENT AND APPOINTMENT AND POWERS OF RECEIVER

- 8.1 This security will be immediately enforceable on the occurrence of (1) an Enforcement Event or (2) a request being made by the Mortgagor to the Bank that it exercise any of its powers under this security. At any time after this security has become enforceable, the Bank may, without notice to the Mortgagor or prior authorisation from any court, in its absolute discretion:
 - 8.1.1 enforce all or any part of this security (at the times, and in any manner and on such terms, as it sees fit);
 - 8.1.2 take possession of and hold or dispose of all or any of the Mortgaged Assets including, without limitation, exercising all of the powers conferred on a mortgagee under the Law of Property Act 1925 (as varied or extended by this security);
 - 8.1.3 appoint by writing any person or persons to be a Receiver of all or any part of the Mortgaged Assets or any interest therein;
 - 8.1.4 secure and perfect its title to all or any part of a Mortgaged Asset and/or transfer any asset into its name or the name of its nominee or, as applicable, into an account in its own name or the name of its nominee;
 - 8.1.5 to the extent permitted by law, whether or not it has appointed a Receiver, exercise all or any of the rights, powers, authorisations and discretions (and be entitled to all the privileges and immunities) conferred by the Law of Property Act 1925 (as varied and extended by this security) on mortgagees, by this security on any Receiver, or conferred by any law on mortgagees and Receivers; and/or
 - 8.1.6 exercise the statutory power of sale and any other powers conferred by section 101 of the Law of Property Act 1925 as amended and varied by this security and all other statutory powers in respect of the whole or any part of the Mortgaged Assets.
- 8.2 An appointment of a Receiver under Clause 8 over part only of the Mortgaged Assets shall not preclude the Bank from making any subsequent appointment of a Receiver over any other part of the Mortgaged Assets over which an appointment has not been made by the Bank.
- 8.3 Where more than one Receiver is appointed, each Receiver shall have power to act severally unless the Bank shall in the appointment specify to the contrary.

- 8.4 The Receiver shall be the agent of the Mortgagor (which shall be solely liable for his acts, omissions, defaults and remuneration) unless and until the Mortgagor goes into liquidation, whereafter he shall act as principal and shall not become the agent of the Bank.
- 8.5 The Bank may remove the Receiver from all or any part of the Mortgaged Assets of which he is the Receiver and, at any time after the Receiver shall have vacated office or ceased to act in respect of any of the Mortgaged Assets, appoint a further Receiver over all or any part of the Mortgaged Assets, or the part thereof in respect of which he shall have ceased to act.
- 8.6 The Bank may from time to time determine the remuneration of the Receiver.
- 8.7 The Receiver shall have and be entitled to exercise in relation to the Mortgagor all the powers of the Bank under this security, all of the rights, powers, remedies and discretions of an administrative receiver under Schedule 1 of the Insolvency Act 1986, as if such Schedule and all relevant definitions set out in the Insolvency Act 1986 were set out in this security and all the powers set out in the Law of Property Act 1925 as if the same were set out in this security in full. By way of addition to but without limiting such powers (and without prejudice to the Bank's powers), the Receiver shall have power in the name of the Mortgagor or otherwise to do the following things, namely to:
- 8.7.1 take possession of, collect and get in all or any part of the Mortgaged Assets;
 - 8.7.2 sever any fixtures from the Mortgaged Property;
 - 8.7.3 sell, assign, exchange, convert into money and realise any Mortgaged Assets by public auction or private contract and generally in any manner and on any terms which he thinks fit (the consideration for the sale of any Mortgaged Asset may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which the Receiver thinks fit);
 - 8.7.4 sell, let or lease, or concur in selling, letting or leasing, and vary the terms of, determine, surrender or accept surrenders of, leases or tenancies of, or grant options and licences over, all or any part of the Mortgaged Assets and so that any such sale may be made for cash payable by instalments (with or without interest, secured or unsecured), or for shares or securities of another company, and the Receiver may promote, or concur in promoting, a company to purchase the Mortgaged Assets to be sold;
 - 8.7.5 on or in connection with any sale, enter into an agreement (including an option or pre-emption agreement) to grant or reserve any right over any of the Mortgaged Assets and to do any other act or thing whatever in relation to that asset which he may think fit;
 - 8.7.6 raise money from the Bank or others on the security of the Mortgaged Assets or otherwise;
 - 8.7.7 provide such facilities and services for tenants and generally manage the Mortgaged Assets in such manner as he shall think fit;
 - 8.7.8 make and effect all repairs and improvements, and carry out or complete all works of building, development, rebuilding, rehabilitation, conversion, maintenance or repair as he may in his absolute discretion think fit, and apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as he may in his absolute discretion think fit;
 - 8.7.9 redeem any prior Encumbrance and settle and pass the accounts of the encumbrancer so that any account so settled and passed shall (subject to any manifest error) be conclusive and binding on the Mortgagor and the money so paid shall be deemed to be an expense properly incurred by the Receiver;
 - 8.7.10 make any arrangement or compromise which the Bank or he shall think fit;
 - 8.7.11 bring or defend any action or other legal proceedings in connection with the Mortgaged Assets in the name and on behalf of the Mortgagor;
 - 8.7.12 effect and maintain insurances in respect of the Mortgaged Assets;

- 8.7.13 appoint managers, officers, contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine; and
- 8.7.14 do all such other acts and things as may be considered by the Receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the management exploitation, sale, surrender, preservation, improvement or realisation of the Mortgaged Assets.
- 8.8 Neither the Bank nor the Receiver shall be liable to account for any money not actually received by it or him respectively.
- 8.9 All powers of the Receiver hereunder may be exercised by the Bank following demand hereunder, whether as attorney of the Mortgagor or otherwise, and whether or not a Receiver shall have been appointed and so that Clause 8.7.9 shall be read and construed as if the words "be charged on the Mortgaged Assets by this security" were substituted for the words "be deemed to be an expense properly incurred by the Receiver".
- 8.10 The powers of appointment of a Receiver pursuant to Clause 8 shall be in addition to all statutory and other powers of appointment of the Bank under the Law of Property Act 1925 (as extended by this security), the Insolvency Act 1986 or otherwise and shall be exercisable without the restrictions contained in sections 103 and 109 of the Law of Property Act 1925 or otherwise.
- 8.11 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this security individually (and to the exclusion of any other Receiver) or together with any other person appointed or substituted as a Receiver.
- 8.12 Any exercise by a Receiver of any of the powers given by this security may be on behalf of the Mortgagor, the directors of the Mortgagor or himself.
- 9 BANK'S POWERS**
- 9.1 Upon or at any time after the occurrence of an Enforcement Event or if the Mortgagor shall have defaulted in its obligations under Clause 6.1, the Bank may repair and keep in repair the buildings, fixed plant and machinery and fixtures upon the Mortgaged Property, or may complete any building operations or works commenced at any time by the Mortgagor on the Mortgaged Property (with power to enter upon the Mortgaged Property for any of these purposes without thereby becoming a mortgagee in possession).
- 9.2 Upon or at any time after the occurrence of an Enforcement Event or if default shall have been made by the Mortgagor in performing its covenants contained in Clauses 6.2.1 or 6.2.2, the Bank may, at the expense of the Mortgagor, insure and keep insured the Mortgaged Assets or any of them in any sum which the Bank may from time to time think expedient.
- 9.3 All moneys expended by the Bank under Clauses 9.1 and 9.2 shall be deemed to be properly paid by the Bank and shall be charged on the Mortgaged Assets by this security.
- 9.4 All the protections and immunities which this security provides for a Receiver shall be available to the Bank when the Bank is exercising the rights, powers, authorities and discretions conferred on the Bank by this security.
- 9.5 Without prejudice to any other rights of the Bank under this security, if the Mortgagor fails to comply with any provision of this security, the Bank shall be entitled (but not obliged) to remedy such breach and accordingly the Mortgagor shall allow and hereby authorises the Bank or its nominee to do all such acts and things and take such action on behalf of the Mortgagor as may be necessary to secure compliance with that provision without becoming liable as a mortgagee in possession.
- 10 APPLICATION OF MONEY RECEIVED BY THE BANK OR RECEIVER**
- 10.1 Any moneys received under the powers conferred by this security shall, subject to the repayment of any claims having priority to this security and to the provisions of Clause 10.2, be paid or applied in the following order of priority:
- 10.1.1 in satisfaction of all costs, charges and expenses properly incurred and payments properly made, by the Bank and/or the Receiver and of the remuneration of the Receiver;

- 10.1.2 in or towards payment to the Bank of all moneys and all other liabilities covenanted to be paid or discharged by the Mortgagor to the Bank under this security in such order as the Bank may in its discretion require;
- 10.1.3 the surplus (if any) shall be paid to the Mortgagor or such other person or entity as may be entitled thereto.
- 10.2 The Bank is to be at liberty without prejudice to any other rights the Bank may have, at any time and from time to time to place and keep, for such time as the Bank may think prudent, any money received, recovered or realised under or by virtue of this security to or at a separate or suspense account, to the credit either of the Mortgagor or of the Bank, as the Bank shall think fit, pending their application from time to time at the Bank's absolute discretion, in or towards the discharge of any money or liabilities or other sums secured by this security.
- 10.3 As between the Bank and the Mortgagor, the Bank shall have the primary right of appropriation and accordingly the Bank shall have power to appropriate all moneys paid to the Bank for the credit of the Mortgagor to such account or accounts and toward such capital or interest or otherwise as the Bank shall in its discretion think fit.
- 11 POWER OF ATTORNEY**
- 11.1 The Mortgagor hereby by way of security irrevocably appoints the Bank and also (as a separate appointment) each Receiver severally to be the attorney of the Mortgagor (with full power to appoint substitutes and to sub delegate) and in its name and on its behalf, and as its act and deed or otherwise, to do, execute, deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required of the Mortgagor hereunder or may be deemed proper for any of the purposes of this security, including (without limitation) any legal mortgage, assignment or other security required pursuant to Clause 4, or any conveyance or transfer of the legal estate to any purchaser of the Mortgaged Property and generally to exercise any and all rights conferred on the Bank or any Receiver in relation to the Mortgaged Assets under this security or the Law of Property Act 1925.
- 11.2 The Mortgagor hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do or purport to do in the exercise or purported exercise of the power of attorney in Clause 11.1.
- 11.3 The Mortgagor covenants (for the purpose of the irrevocable nature of the power of attorney granted in this Clause 11) with each Receiver appointed pursuant to this security, to join in and concur with the exercise by such Receiver of any powers of such Receiver to act on behalf of the Mortgagor.
- 12 POWERS OF SALE, LEASING AND ACCEPTING SURRENDERS**
- 12.1 For the purposes of all powers implied by statute, the liabilities secured by this security are deemed to have become due and payable on the date of this security. The statutory power of sale or other right of disposal conferred on the Bank and on any Receiver by this security shall operate as a variation and extension of the statutory power of sale under Section 101 of the Law of Property Act 1925 and such power shall arise and be exercisable on execution of this security, but the Bank shall not exercise such powers until this security has become enforceable.
- 12.2 Section 103 of the Law of Property Act 1925, regulating the exercise of the power of sale, shall not apply to this security.
- 12.3 The statutory powers of sale, leasing and accepting surrenders exercisable by the Bank hereunder are hereby extended so as to authorise the Bank (whether in its own name or in that of the Mortgagor) to grant a lease or leases of the whole or any part or parts of the Mortgaged Assets, with such rights relating to other parts thereof, and containing such covenants on the part of the Mortgagor, and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender), and whether or not at a premium, as the Bank shall think fit.
- 12.4 Section 93 of the Law of Property Act 1925, dealing with the consolidation of mortgages, shall not apply to this security.
- 13 COSTS AND INTEREST ON OVERDUE AMOUNTS**
- 13.1 All costs, charges, losses and expenses (including all professional fees and disbursements and VAT thereon) and all other sums paid or incurred by the Bank or any Receiver under or in connection with this security or in respect of the Mortgaged Assets or the moneys and liabilities secured by this security, shall be recoverable (on a full indemnity

basis) from the Mortgagor as a debt payable on demand, may be debited to any account of the Mortgagor and shall bear interest in accordance with Clause 13.3.

13.2 Without prejudice to the generality of the provisions of Clause 13.1, the costs recoverable by the Bank or any Receiver hereunder shall include all costs of the Bank or such Receiver of all proceedings for the enforcement of this security or for obtaining the payment or discharge of the money and liabilities secured by this security, all expenditure and costs arising out of the exercise of any power, right or discretion conferred by this security and all costs and losses arising from any default by the Mortgagor in the payment when due of any money or liability secured by this security or in the performance of its obligations under this security.

13.3 If the Mortgagor fails to pay any amount under this security when it is due then such amount shall bear interest (after as well as before judgment and payable on demand) at the Default Rate from the due date until the date such amount is irrevocably and unconditionally paid in full to the Bank. Default interest will accrue from day to day and will be compounded at such intervals as the Bank states are appropriate.

14 SET OFF

14.1 Any moneys standing to the credit of the Mortgagor with the Bank in any currency or currency unit on any account or otherwise may, at any time after demand by the Bank, be applied by the Bank (without notice) in or towards the payment or discharge of any money or liabilities then due, owing or incurred to the Bank by the Mortgagor, and to effect such application the Bank may use such moneys to purchase any currency or currencies or currency unit or break the term of any fixed deposit.

15 NEW ACCOUNTS

15.1 The Bank shall on receiving notice that the Mortgagor has encumbered or disposed of any Mortgaged Asset or any part thereof be entitled to close the Mortgagor's then current account or accounts and to open a new account or accounts with the Mortgagor and (without prejudice to any rights of the Bank to combine accounts) no money paid in or carried to the Mortgagor's credit in any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Bank on any such closed account.

15.2 If the Bank does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Mortgagor to the Bank shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Mortgagor to the Bank at the time when it received such notice.

16 FORBEARANCE

16.1 The Bank shall be at liberty from time to time to give time for payment or indulgence to or compound with the Mortgagor or any other person liable to the Bank for any of the moneys and liabilities secured by this security in respect of all or any part of the moneys and liabilities secured by this security or all or any bills of exchange, promissory notes or other securities which may have been discounted for or received on account from the Mortgagor by the Bank or on which the Mortgagor shall or may be liable, whether as drawer, acceptor, maker, endorser or otherwise, as the Bank in its absolute discretion shall think fit without releasing the Mortgagor or affecting the Mortgagor's liability under this security.

17 WAIVER

17.1 No waiver of any right or remedy, nor any consent given under this security, shall be effective unless it is made in writing by the waiving or consenting party. A waiver shall not be deemed a waiver of any other breach or default and a consent shall not be deemed to apply in any other circumstance other than the one for which it was given. No waiver or consent shall prevent the party giving it from subsequently relying on the relevant provision. No delay or omission of the Bank in exercising any right, power or privilege hereunder shall operate to impair such right, power or privilege or be construed as a waiver thereof and any single or partial exercise of any right, power or privilege shall not in any circumstances preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

18 VARIATION OF TERMS

18.1 No variation of this security shall be considered valid and as constituting part of this security, unless such variation shall have been made in writing and signed by the Bank and the Mortgagor.

19 **SEVERABILITY**

- 19.1 Each clause in this security, or sub-clause or part thereof, is separate from the others. If the Bank cannot legally enforce any particular clause, sub-clause or part thereof, this will not stop it from enforcing the other clauses, sub-clauses or the remainder of the clause or sub-clause.
- 19.2 If, at any time, any provision of this security is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.
- 19.3 If any part of this security is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of this security.

20 **PRIOR SECURITY INTERESTS**

- 20.1 At any time after this security has become enforceable, or after any powers conferred by any prior ranking Encumbrance shall have become exercisable, the Bank may redeem that or any other prior Encumbrance and/or procure the transfer of any such Encumbrance to itself.
- 20.2 The Bank may settle and agree the accounts of the holder of any prior Encumbrance and any accounts so settled and agreed will (in the absence of manifest error) be conclusive and binding on the Mortgagor.
- 20.3 All principal monies, interest, costs, charges and expenses of and incidental to any redemption or transfer will be paid by the Mortgagor to the Bank on demand together with accrued interest on such sums (after as well as before judgment) at the specific rate for overdue amounts expressly agreed between the Bank and the Mortgagor, or (in the absence of such agreement) at the rate of 8 percent per annum above the Bank's sterling base rate (or, in respect of an overdue amount not in sterling an equivalent interest rate for the relevant currency, to be determined by the Bank), with effect from the due date to the date of actual payment, and such sums will form part of the moneys and liabilities secured by this security.

21 **FINANCIAL COLLATERAL**

- 21.1 To the extent that any of the Mortgaged Assets constitute "financial collateral" and this security constitutes a "security financial collateral arrangement" (as those terms are defined in the Regulations), the Bank shall, upon this security becoming enforceable and to the extent permitted by the Regulations, have the right to appropriate all or any part of that financial collateral in or towards the payment or discharge of the moneys and liabilities secured by this security without obtaining any court authorisation and in such order as the Bank may in its absolute discretion determine.
- 21.2 The Parties agree that the value of any Mortgaged Asset appropriated in accordance with Clause 21.1 shall be:
- 21.2.1 in the case of cash, the amount of such cash plus any accrued but unposted interest attributable to such cash on the date of appropriation; and
- 21.2.2 in the case of Shares, the price of those Shares at the time the right of appropriation is exercised as listed on any recognised market index, as determined by an independent valuation or as determined by such other method as the Bank may select.
- 21.3 The Parties agree that the method of valuation provided for in Clause 21 is commercially reasonable for the purposes of the Regulations.

22 **TRANSFER**

- 22.1 The Bank may assign and/or transfer any one or more of its rights and/or obligations under this security.
- 22.2 The Mortgagor may not assign, transfer or novate any of its rights or obligations under this security.

23 **PROTECTIVE PROVISIONS**

- 23.1 Neither the obligations of the Mortgagor nor the rights and remedies of the Bank under this security or otherwise conferred by law shall be discharged prejudiced or impaired by reason of any of the following matters (regardless of whether the Mortgagor is aware of, or has consented to, the same):

- 23.1.1 any variation of any of the liabilities referred to in Clause 1 or of the terms or conditions of any agreement between the Bank and any obligor of such liabilities or any other person or of any encumbrance, guarantee or other assurance held or to be held as security for the payment, performance or discharge of the liabilities referred to in Clause 1 (any such encumbrance, guarantee or other assurance together referred to in this security as "related security");
- 23.1.2 any failure on the part of the Bank (whether intentional or not) to take, perfect or realise (whether in full or in part) any related security now or in the future agreed to be taken in respect of any of the liabilities referred to in Clause 1;
- 23.1.3 any incapacity of the Mortgagor or any incapacity of any obligor of the liabilities referred to in Clause 1 or any other person or the Bank's absorption into or amalgamation with any other person or the acquisition of all or part of the Bank's undertaking by any other person;
- 23.1.4 any of the liabilities referred to in Clause 1 or any obligation of any person under any agreement between the Bank and any obligor of the liabilities referred to in Clause 1 or any other person or under any related security being or becoming invalid, illegal, void or unenforceable for any reason;
- 23.1.5 any time or other indulgence given or agreed to be given by the Bank to, or any composition or other arrangement made with or accepted from, either any obligor of the liabilities referred to in Clause 1 or any other person in respect of any of its obligations under any related security;
- 23.1.6 any waiver or release of any of the liabilities referred to in Clause 1 or of any obligation of any person under any related security or any failure to realise in full or in part the value of, or any discharge or exchange of, any related security;
- 23.1.7 the death of any obligor of the liabilities referred to in Clause 1, or (where any such person is a company or corporation) any other person party to any agreement between the Bank and any obligor of the liabilities referred to in Clause 1 or any related security being wound up, dissolved, going into administration or liquidation or making any composition or arrangement with its creditors (whether or not sanctioned by the Court and whether or not the Bank has agreed to such compromise or arrangement) or (where any such person is an individual or a partnership or an individual member of a partnership) the making of a bankruptcy or insolvency order in respect of any such person or (as the case may be) any obligor of the liabilities referred to in Clause 1 and so that where, by virtue of any compromise or arrangement, any part of the liabilities referred to in Clause 1 are transferred to any other person, this security shall take effect as if the expression obligor included such other person; or
- 23.1.8 any other act, event or omission which, but for this provision, would or might operate to offer any legal or equitable defence for or impair or discharge the Mortgagor's obligations under this security or any obligation of any person under any related security or prejudicially affect the rights or remedies of the Bank under this security or otherwise conferred by law.
- 23.2 The obligations of the Mortgagor under this security are additional to, and not in substitution for, any related security and the Bank may enforce this security without first having recourse to any related security and without making or filing any claim or proof in the bankruptcy of any obligor of the liabilities referred to in Clause 1 or the winding-up, dissolution or bankruptcy of any other person or first taking any steps or proceedings against any obligor of the liabilities referred to in Clause 1 or any such person.
- 23.3 Until all of the liabilities referred to in Clause 1 have been satisfied in full (and the Bank is under no further obligation, actual or contingent, to any obligor of such liabilities) the Mortgagor shall not:
 - 23.3.1 exercise any right of subrogation, indemnity, set-off or counterclaim against any obligor of the liabilities referred to in Clause 1 or any person party to any related security;
 - 23.3.2 claim payment of any other moneys for the time being due to it by any obligor of the liabilities referred to in Clause 1 or any person party to any related security by reason of the performance by it of its obligations under this security or any related security or on any account whatsoever or exercise any other right or remedy or enforce any encumbrance, guarantee or other assurance which it has in respect thereof;
 - 23.3.3 claim any contribution from any person party to any related security;

23.3.4 negotiate, assign, encumber or otherwise dispose of any moneys, obligations or liabilities now or at any future time due or owing to it by any obligor of the liabilities referred to in Clause 1 or by any person party to any related security or any encumbrance, guarantee or other assurance in respect thereof; or

23.3.5 claim or prove in the bankruptcy of any obligor of the liabilities referred to in Clause 1 or the winding-up, dissolution or bankruptcy of any person party to any related security in competition with the Bank.

23.4 If the Mortgagor receives any sums in contravention of Clause 23.3, it shall hold them on trust to be applied promptly in or towards the discharge of its obligations to the Bank.

23.5 The Mortgagor warrants that it has not taken, and agrees that it will not take, from any person (including, without limitation, any obligor of the liabilities referred to in Clause 1 or any person party to any related security) any Encumbrance, guarantee or other assurance in respect of or in connection with its obligations under this security. If the Mortgagor takes any such Encumbrance, guarantee or other assurance in contravention of this Clause, it shall hold the same on trust for the Bank until such time as the liabilities referred to in Clause 1 have been satisfied in full (and the Bank is under no further obligation, actual or contingent, to any obligor of such liabilities) and shall on request promptly deposit the same with and/or charge the same to the Bank in such manner as the Bank may require as security for the liabilities referred to in Clause 1.

24 PROTECTION OF PURCHASERS

24.1 No purchaser or other person dealing with any Secured Party shall be concerned to enquire:

24.1.1 whether any of the liabilities secured by this security have become due and/or payable;

24.1.2 whether any of the powers conferred on a Secured Party by this security or by law has arisen or become exercisable or is being properly exercised;

24.1.3 whether any of the liabilities secured by this security remains due; or

24.1.4 how any money paid to that Secured Party is to be applied.

24.2 No purchaser dealing with any Secured Party or this security is to be concerned to enquire as to the propriety or regularity of any sale by, or other dealing with, the Secured Parties. Any such sale or dealing is deemed to be within the powers conferred by this security and to be valid and effective accordingly. All the protection to purchasers contained in section 104 and section 107 of the Law of Property Act 1925 and section 42(3) of the Insolvency Act 1986 apply to any purchaser.

24.3 The receipt of any Secured Party shall be a conclusive discharge to any purchaser and, in making any sale or other disposal of any of the Mortgaged Assets or making any acquisition, any Secured Party may do so for such consideration, in such manner and on such terms as it thinks fit.

25 LIABILITY OF BANK AND RECEIVER

25.1 None of the Bank, any Receiver or any Delegate, (whether as mortgagee in possession or otherwise) shall either by reason of:

25.1.1 taking possession of or realising all or any part of the Mortgaged Assets; or

25.1.2 taking any action permitted by this security,

be liable to the Mortgagor or any other person for any costs, losses or liabilities relating to any of the Mortgaged Assets or for any act, neglect, default, omission or misconduct of the Bank, any Receiver or any Delegate in relation to the Mortgaged Assets or otherwise.

25.2 None of the Bank, any Receiver or any Delegate shall have any duty to perform the Mortgagor's obligations or exercise any rights in relation to any Mortgaged Asset, to take up any offer in relation to any Mortgaged Asset, to investigate, appraise or report on the status, propriety or validity of the acts of the Receiver or Bank, to give any notification to anyone in relation to any Mortgaged Asset, to take any action to enforce any other person's obligations as regards any Mortgaged Asset, or to take any action to preserve any rights relating to any of the Mortgaged Assets.

- 25.3 None of the Bank, any Receiver or any Delegate shall be liable to comply with the obligations assumed by the Mortgagor in respect of any of the Mortgaged Assets, be under any obligation or liability by reason of, or arising out of, this security, or be required to make any enquiry as to the nature or sufficiency of any payment received by a Secured Party or to present or file any claim or take any other action to collect or enforce the payment of any amount or to enforce any other right to which the Bank may be entitled.
- 25.4 Each Receiver and the Bank shall be entitled to all the rights, powers, privileges and immunities which the Law of Property Act 1925 and/or the Insolvency Act 1986 confers on mortgagees and receivers.
- 25.5 If the Bank, any Receiver or Delegate enters into or takes possession of a Mortgaged Asset, it or he/she may at any time relinquish possession.
- 26 **REINSTATEMENT**
- If any discharge, release or arrangement (whether in respect of the obligations of the Mortgagor or any other person or any Encumbrance for those obligations or otherwise) of this security is made by the Bank in whole or in part on the basis of any payment, Encumbrance, or other discretion which is avoided or must be restored in insolvency, bankruptcy, liquidation, administration, receivership or otherwise, without limitation, then the liability of the Mortgagor under this security will continue or be reinstated as if the discharge, release or arrangement had not occurred.
- 27 **DELEGATION AND DISCRETION**
- 27.1 The Bank and/or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner all or any of the rights, powers, authorities and discretions which are conferred and are exercisable by it under this security to any person or persons on such terms and conditions (including the power to sub-delegate) as it sees fit.
- 27.2 No delegation pursuant to Clause 27 shall preclude either the subsequent exercise of any such right, power, authority or discretion by the Bank or a Receiver itself or any subsequent delegation or revocation of any such right, power, authority or discretion.
- 27.3 Neither the Bank nor any Receiver will be bound to supervise any such Delegate or have any liability to the Mortgagor or any other person for any loss or liability arising from any act, default, omission or misconduct by any Delegate.
- 27.4 Any right or power which may be exercised or any determination which may be made under this security by the Bank or any Receiver may be exercised by it in its absolute and unfettered discretion, without any obligation to give reasons.
- 28 **DEMANDS AND PAYMENTS**
- 28.1 Any demand for payment made by the Bank shall be valid and effective for all purposes of this security notwithstanding that the demand contains no statement of the relevant moneys and other liabilities so demanded or that it inadvertently contains an inaccurate or incomplete statement of them.
- 28.2 All moneys and liabilities due from the Mortgagor shall be paid to the Bank unconditionally in immediately available cleared funds in the currency in which the relevant obligation is denominated for value on the due date to the account specified for that purpose by the Bank, free and clear of any present and future tax withholding or other deduction and without any set off or counterclaim. If the Mortgagor is required by law to make any deduction or withholding, the Mortgagor will pay to the Bank an additional amount so that the net moneys received by the Bank equals the full amount payable had there been no deduction or withholding.
- 28.3 If any amount is received, paid, realised or recovered in a currency or currency unit ("the other currency") other than the currency or currency unit required to be paid under this security then, to the extent that the payment to the Bank (when converted at the then current rate of exchange) falls short of the amount unpaid under this security, the Mortgagor shall as a separate and independent obligation indemnify the Bank on demand against the amount of the shortfall (where "rate of exchange" means the rate at which the Bank may purchase in London the currency or currency unit required with the other currency or currency unit as soon as practicable after receipt).

28.4 In the event that:

28.4.1 any amount in existence on the date of this security is lawfully payable by any party in any other currency replacing the currency in which such amount is denominated; or

28.4.2 any amount in existence after the date of this security is lawfully payable by any party in any other currency other than that in which such amount was originally denominated or in any currency unit,

the Bank shall determine the currency or currency unit in which the relevant amount shall be paid.

29 INDEMNITY

29.1 The Mortgagor shall promptly on demand indemnify the Bank and every Receiver and Delegate against all costs, losses and liabilities incurred by any of them as a result of or in connection with:

29.1.1 acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;

29.1.2 the taking, holding, protection, perfection, preservation or enforcement (or the attempt to do so) of this security;

29.1.3 the exercise or purported exercise of any of the rights, powers, authorities, discretions and remedies vested in them by this security or by law;

29.1.4 any default or delay by the Mortgagor in the performance of any of the obligations expressed to be assumed by it in this security;

29.1.5 instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts in connection with this security;

29.1.6 acting as Bank, Receiver or Delegate under this security,

or which otherwise relates to any of the Mortgaged Assets (otherwise, in each case, than by reason of the relevant Bank's, Receiver's or Delegate's gross negligence or wilful misconduct).

30 SERVICE OF DEMANDS AND NOTICES

Each notice, request, demand or other document to be given or made under this security shall be in writing addressed to the relevant party at its address, email address or facsimile number specified in Schedule 2 to this security (or such other address as may be notified to the other party for this purpose) and any notice, request, demand or other document to be given to the Mortgagor shall be deemed made (i) if given by facsimile, when dispatched, (ii) if given by e-mail, when sent, (iii) if given by post, two Business Days after posting addressed as set out above or (iv) if given by hand, when left at that address.

31 GOVERNING LAW

31.1 This security will be governed and construed in all respects in accordance with English law.

31.2 The Mortgagor hereby submits to the exclusive jurisdiction of the English Courts in respect of any dispute arising under or in connection with this security but acknowledges that the Bank shall have the right, in its absolute discretion, to initiate proceedings in the courts of any other relevant jurisdiction.

31.3 The Mortgagor hereby consents to any action or proceeding being brought in the English courts to execute or otherwise to enforce any judgment in respect of this security obtained against the Mortgagor or any of the Mortgagor's property.

31.4 Any process or other document connected with proceedings in the English Courts relating to this security will be treated for all purposes as having been duly served on the Mortgagor (if incorporated outside of England) if received by the process agent named in Schedule 2 to this security at its address specified therein (or its other registered office for the time being).

31.5 Nothing in Clause 31 shall exclude or limit any right which the Bank may have (whether under any law, international convention or otherwise) with regard to the bringing of proceedings, the service of process, the recognition or enforcement of a judgment or any similar or related matter in any jurisdiction.

32 THIRD PARTIES

32.1 Other than the Secured Parties, a person who is not party to this security shall have no right to enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.

32.2 Notwithstanding any term of this security, the consent of any person who is not a Party is not required to rescind or vary this security at any time.

32.3 Any Receiver may enforce and enjoy the benefit of any Clause which expressly confers rights on it, subject to Clause 32.2 above and the provisions of the Contracts (Rights of Third Parties) Act 1999.

33 LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1989

33.1 To the extent that this security constitutes a contract for the disposition of an interest in land within the terms of Section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 it is declared that all terms expressly agreed between the Mortgagor and the Bank are contained or referred to in this security.

34 PERPETUITY PERIOD

The trusts created by this security have a perpetuity period of 125 years.

35 CERTIFICATES

A certificate or determination by the Bank or a Receiver of a rate or an amount for the time being due under this security is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

36 COUNTERPARTS

This security may be executed in any number of counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this security.

37 DEFINITIONS AND INTERPRETATION

37.1 In this security where the context so admits:

"Bank" shall be construed as including its successors in title and assigns and transferees;

"Business Day" means a day (other than Saturday or Sunday or statutory or bank holiday) on which banks are open for general business in London;

"Default Rate" means the relevant specific rate for overdue amounts expressly agreed between the Bank and the Mortgagor, or (in the absence of such agreement) at the rate of 8% per annum above the Bank's sterling base rate (or, in respect of an overdue amount not in sterling an equivalent interest rate for the relevant currency, to be determined by the Bank);

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Bank and/or any Receiver and/or any Delegate (as appropriate);

"Encumbrance" means a mortgage, charge, pledge, lien or other encumbrance or security interest (or anything having a similar effect) securing any obligation;

"Enforcement Event" means:

- (a) a failure by the Mortgagor or any other person to pay any of the moneys or other liabilities secured by this security (the "Secured Liabilities" and each a "Secured Liability"); or
- (b) a breach by the Mortgagor of any provision of this security or any other contract or agreement giving rise to the Secured Liabilities, or the occurrence of an Event of Default (as defined in any contract or

agreement giving rise to the Secured Liabilities) or if any Secured Liability becomes due and payable prior to its specified maturity as a result of an event of default (however described);

"Environmental Laws" means all applicable laws and regulations relating to or concerning Environmental Matters

"Environmental Matters" means all or any matters relating to or concerning any aspect of the environmental and/or any hazardous materials including:

- (a) pollution or contamination or protection of the environment;
- (b) harm, whether actual or potential, to, or the protection of, the health or safety of any human and/or of any other living organism in the ecological systems;
- (c) the generation, manufacture, processing, distribution, use, treatment, storage, disposal, transport, handling, release, spillage, deposit, escape, discharge, leak or migration of hazardous materials; and
- (d) the creation, emission, leak or discharge into the environment of noise, vibration, dust, fumes, gas, odour, smoke, steam, effluvia, heat, light, radiation, infection, electricity and any matter or thing capable of constituting a common law or statutory nuisance or an actionable tort of any kind in respect of such matters or other adverse impact on the environment;

"Mortgaged Assets" means all the property, assets and rights of the Mortgagor which from time to time are, or are expressed to be, charged or assigned to the Bank by virtue of Clause 2;

"Mortgaged Property" means the freehold or leasehold property of the Mortgagor charged to the Bank by virtue of Clause 2.1;

"Mortgagor" includes the Mortgagor's successors in title and permitted assigns;

"Party" means a party to this security;

"Receiver" means a receiver or receiver and manager of the whole or any part of the Mortgaged Assets;

"Regulations" means the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003 No. 3226);

"Rental Sums" means all rents, profits, income, fees and other sums at any time payable by any lessees, underlessees, tenants or licensees of the Mortgaged Property to the Mortgagor pursuant to the terms of any agreements for lease, leases, underleases, tenancies or licences to which all or any part of the Mortgaged Property is subject but not any sums payable in respect of services provided to such lessees, underlessees, tenants or licensees or payable in respect of insurance premiums or reasonable professional fees or expenses;

"Secured Party" means the Bank, a Receiver or a Delegate; and

"Shares" means:

- (c) all shares, stocks, debentures, bonds, any form of loan capital, warrants, coupons, interests in collective investment schemes and all other securities and investments of any kind whatsoever (whether in certificated or uncertificated form);
- (d) shares, stocks, debentures, bonds, any form of loan capital, warrants, coupons, securities, investments, money or other assets arising by way of conversion, exchange, substitution, rights issue, redemption, bonus, preference, option or otherwise in relation to any of the assets referred to in paragraph (a) above; and
- (e) rights to subscribe for, purchase or otherwise acquire any of the assets referred to in paragraph (a) above through options, warrants or otherwise.

37.2 In this security unless a contrary indication appears:

37.2.1 References to any statutory provision includes any amended or re-enacted version of such provision with effect from the date on which it comes into force.

37.2.2 References to clauses and schedules in this security are to clauses and schedules to this security.

- 37.2.3 References to any of a person, individual, firm, partnership, unincorporated association, body corporate or company also includes a reference to each of the others.
- 37.2.4 Any words of the masculine, feminine or neuter genders only also include reference to each of the others.
- 37.2.5 Any words in the singular also include the plural.
- 37.3 If two or more persons constitute the Mortgagor then all covenants, agreements and undertakings herein expressed or implied on the part of the Mortgagor shall be deemed joint and several covenants, agreements and undertakings by such persons and shall extend and apply to any monies owing or liabilities incurred by any of such persons to the Bank whether solely or jointly with each other or with any other person and references to the "Mortgagor" shall where the context permits mean and include any one or more of such persons as well as such persons jointly. Where the Mortgagor comprises more than one person, any notice given to any one of them will be deemed to have been given to all of them.

This security is executed as a deed by the Mortgagor and is delivered and takes effect on the day and year first above written.

SCHEDULE 1

MORTGAGED PROPERTY

Registered Land

County and District/London Borough	Description of Property	Title Number
City of Westminster	55 Upper Montagu Street, London W1H 1SF	NGL642034

SCHEDULE 2
(Details of Addresses for Service and Facsimile Numbers)

THE BANK	
EFG Private Bank Limited Park House 116 Park Street London W1K 6AP	
Email address:	creditdocs@efgi.com
Facsimile no:	020 7872 3706

THE MORTGAGOR Oxomoron Ltd		THE PROCESS AGENT (Insert full name and address)	
ADDRESS OF MORTGAGOR 5a Falkland Road, London NW5 2PS		NAME	
		ADDRESS	
Email address:		Email address:	
Facsimile no:		Facsimile no:	

SIGNATURE PAGES

MORTGAGOR

EXECUTED AS A DEED BY			
COMPANY NAME: Oxomoron Ltd			
ACTING BY:			
Signed:	<input checked="" type="checkbox"/>	Signed:	<input checked="" type="checkbox"/>
Print name:	Anna Shirstova	Print name:	Anna Shirstova
DIRECTOR		DIRECTOR/SECRETARY	